

THE STATE OF TEXAS	§	<u>First Modification of Contract</u>
	§	By and Between City of Plano and
	§	Vigilant Solutions, Inc.
	§	2016-19-1
COUNTY OF COLLIN	§	

THIS FIRST MODIFICATION OF Contract (hereinafter "First Modification") is by and between **VIGILANT SOLUTIONS, INC.**, a Delaware corporation (hereinafter "Contractor") and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, City and Contractor entered into an Agreement on December 10, 2015 (hereinafter "Agreement") for Intelligence Led Policing (ILP) Package and Enterprise Service Agreement (hereinafter "Services"); and

WHEREAS, City and Contractor desire to amend such Agreement in certain respects as set forth herein in this First Modification.

NOW THEREFORE, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Modification and the Agreement, priority of interpretation shall be in the following order: First Modification, Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

I.

Beginning on December 17, 2016 and continuing through the remaining term of the Agreement, the first paragraph of section I. **SCOPE OF SERVICES** is hereby modified to remove the Contractor's Project Quotation No. MKB-0335-02 marked as **Exhibit "A"** and replace it with Contractor's Project Quotation No. KJS-0738-02 marked as **Exhibit "A-1"** and to read in its entirety as follows:

"I.

SCOPE OF SERVICES

Contractor shall provide all labor, supervision, materials and equipment necessary for Intelligence Led Policing (ILP) Package and Enterprise Service Agreement (ESA). These services shall be provided in accordance with this Contract and with the Houston-Galveston Area Council Contract No. EF04-15, a copy of which is incorporated herein by reference in its entirety as if it were recited here verbatim and which is on

file and available for inspection in the Purchasing Division of the City of Plano Finance Department. This Contract consists of:

- (a) This Contract;
- (b) Contractor's Project Quotation No. KJS-0738-02 (**Exhibit "A-1"**);
- (c) Enterprise Service Agreement (ESA) (**Exhibit "B"**);
- (d) The Houston-Galveston Area Council Contract No. EF04-15 on file with the Purchasing Division of the City of Plano Finance Department;
- (e) Insurance Requirements and Certificate of Insurance (**Exhibit "C"**); and
- (f) Affidavit of No Prohibited Interest (**Exhibit "D"**).

II.

Beginning on December 17, 2016 and continuing through the remaining term of the Agreement, the first paragraph of **section II. PAYMENT** is hereby modified to read in its entirety as follows:

**"II.
PAYMENT**

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's Invoice for the products and services delivered. Total compensation under this contract shall not exceed the sum of **FORTY THOUSAND EIGHT HUNDRED NINETY AND NO/100 DOLLARS (\$40,890.00).**"

III.

Beginning on December 17, 2016 and continuing through the remaining term of the Agreement, **section III. TERM OF CONTRACT** is hereby modified to read in its entirety as follows:

**"III.
TERM OF CONTRACT**

The term of this Contract shall begin on December 17, 2016 and end on December 17, 2017 "

IV.

Beginning on December 17, 2016 and continuing through the remaining term of the Agreement, **section IV. WARRANTY** is hereby modified to read in its entirety as follows:

**IV.
WARRANTY**

Contractor warrants and covenants to City that all goods and services provided by Contractor, Contractor's subcontractors, and agents under the Agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services as set forth in this Agreement and Contractor's Project Quotation No. KJS-0738-02 attached hereto and incorporated herein as **Exhibit "A-1"**. Contractor warrants that the goods and services provided to City under this Agreement shall be free from defects in material and workmanship, for a period of one (1) year commencing on the date that City issues final written acceptance of the project."

V.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, **pages 4 through 8 of Exhibit "C"** are hereby removed and replaced with five (5) pages marked as **Exhibit "C-1"**, providing the updated certificate of insurance.

IN WITNESS WHEREOF, this Modification shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

VIGILANT SOLUTIONS, INC.

By: 

Name: William Quinten
Title: Senior Director Site Operations

Date: 12-16-2016

CITY OF PLANO, TEXAS

Date: 12.16.16

By: Diane Palmer-Boeck
Diane Palmer-Boeck
DIRECTOR OF PROCUREMENT
AND PROJECT MANAGEMENT

APPROVED AS TO FORM:

for Paige Mims
Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF IL §
COUNTY OF COOK §

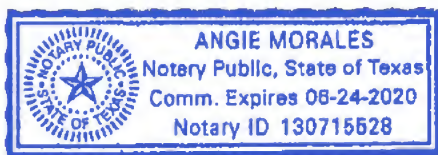
This instrument was acknowledged before me on the 16 day of DEC, 2016 by William Quinlan, (Authorized representative) Senior Director Site Operations (Title) of VIGILANT SOLUTIONS, INC., a Delaware corporation, on behalf of said corporation.



[Signature]
Notary Public, State of IL

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 16th day of December, 2016 by DIANE PALMER-BOECK, Director of Procurement and Project Management of the CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas



Quote For:

Lt. Cavin

Plano Police Department - ILP renewal

Quoted By:

Vigilant Solutions LLC

Kevin Schneider

Date: 11-21-16

Be Smart. Be Safe. Be Vigilant.

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Vigilant Solutions LLC
2021 Las Positas Court - Suite # 101
Livermore, California 94551
(P) 945-797-3092 (F) 925-398-2113

**Be smart. Be safe.
Be Vigilant.**

Attention:	Lt. Cavin	Date	11/21/2016
Project Name:	Plano Police Department - ILP renewal	Quote Number:	KJS-0738-02

Qty	Item #	Description
(1)	VS-LP-2M-RE	Intelligence Led Policing Package w/ 2-Camera Mobile LPR Hardware (Reaper) - Up to 200 Sworn <ul style="list-style-type: none">• 2-Camera Mobile LPR system - Quantity = 2 LPR Systems (Reaper Cameras)<ul style="list-style-type: none">◦ Power over Ethernet (POE) LPR cameras w/ integrated processors◦ Lens configuration to be confirmed by customer at time of order• CarDetector Mobile LPR Software for MDC Unit<ul style="list-style-type: none">◦ Includes Mobile Hit Hunter Data Access Feature• LEARN Software as a Service (SaaS) including:<ul style="list-style-type: none">◦ LEARN Data Analytic Tools◦ Unlimited Commercial LPR data Access◦ Hosting, data and system management of LPR data◦ LEARN-Mobile Companion SmartPhone application (Android & iPhone)• First year Standard Service Package for hosted LPR server access• FaceSearch Hosted Facial Recognition<ul style="list-style-type: none">◦ Image gallery of up to 20,000 images
Subtotal Price (Excluding sales tax)		\$28,140.00

Qty	Item #	Description
(2)	SSU-SYS-COM	Vigilant System StartUp & Commissioning of 'In Field' LPR system <ul style="list-style-type: none">• Vigilant technician to visit customer site• Includes system startup, configuration and commissioning of LPR system• Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price (Excluding sales tax)		\$1,750.00

Qty	Item #	Description
(4)	K-U-R-TAHOE-SET	LPR Camera Mounting Kit for 2015 Tahoe Roof <ul style="list-style-type: none">• Roof Mount Single LPR Camera Mounting Bracket - One per camera
Subtotal Price (Excluding sales tax)		\$1,600.00

Qty	Item #	Description
(2)	VS-INSTALL	Hardware Installation - by Trinity
Subtotal Price (Excluding sales tax)		\$1,300.00

Qty	Item #	Description
(27)	VS-BSC-SVC-01	Basic Service Package for cameras
Subtotal Price (Excluding sales tax)		\$8,100.00

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Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect through December 16, 2016.
2. Vigilant Solutions purchasing schedule - HGAC Contract # EF04-15
3. All prices are quoted in USD and will remain firm and in effect for 60 days.

Quoted by: Kevin Schneider - 845-797-3092 - kevin.schneider@vigilantsolutions.com

Total Price (Excluding sales tax)	\$40,890.00	
Accepted By:	Date:	P.O.#

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Andreini & Company-San Mateo
220 West 20th Ave
San Mateo CA 94403

CONTACT NAME:
PHONE (A/C, No. Ext): 650-573-1111 FAX (A/C, No): 650-378-4361
E-MAIL:
ADDRESS:

INSURED
Vigilant Solutions, LLC
VasS International Holdings, Inc.
2021 Las Positas Court #101
Livermore CA 94551

VIGIL-1

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Associated Industries of	33758
INSURER B: Ohio Security Insurance Co.	24082
INSURER C: Fireman's Fund Ins. Co.	21873
INSURER D: Travelers Prop Cas Co of Amer	25674
INSURER E: Lloyd's of London	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1599332607

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDENDUM (INS) (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	[REDACTED]	5/10/2016	5/10/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$Excluded GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
APPROVED By Jim Revis at 1:06 pm, Dec 13, 2016						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	[REDACTED]	5/10/2016	5/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per bodypart) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$NIL		[REDACTED]	5/10/2016	5/10/2017	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	[REDACTED]	4/25/2018	4/25/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability		[REDACTED]	5/10/2016	5/10/2017	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City, the City Council and its emmebra, the City's agents, officers, directors and employees are additional insured in regards to general liability per attached endorsement. Waiver of subrogation applies to additional insureds in regards to auto liability and workers compensation per attached endorsements.

CERTIFICATE HOLDER

City of Plano
Risk Management Division
1520 K Avenue, Suite 117
Plano TX 75074

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

All persons or organizations where required by written contract with the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

APPROVED

By Jim Revls at 1:06 pm, Dec 13, 2016

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WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: (IJUB-2214L81-9-16)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 02.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR
WHOM THE INSURED HAS AGREED BY
WRITTEN CONTRACT TO PROVIDE
THIS WAIVER.

APPROVED

By Jim Revis at 1:05 pm, Dec 13, 2016

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 03-11-16 ST ASSIGN:

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3 5

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
All persons or organizations where required by written contract with the Named Insured	
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> APPROVED <i>By Jim Revis at 1:06 pm, Dec 13, 2016</i> </div>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

APPROVED

By Jim Revis at 1:06 pm, Dec 13, 2016